

IN THE MATTER between **5655 NWT LTD.**, Applicant, and **PETER SIMPSON AND PAULINE MODESTE**, Respondents;

AND IN THE MATTER of the **Residential Tenancies Act** R.S.N.W.T. 1988, Chapter R-5 (the "Act");

AND IN THE MATTER of a Hearing before, **HAL LOGSDON**, Rental Officer, regarding the rental premises at **YELLOWKNIFE, NT.**

BETWEEN:

**5655 NWT LTD.**

Applicant/Landlord

- and -

**PETER SIMPSON AND PAULINE MODESTE**

Respondents/Tenants

**ORDER**

IT IS HEREBY ORDERED:

1. Pursuant to section 41(4)(a) of the *Residential Tenancies Act*, the respondents shall pay the applicant rent arrears in the amount of five thousand sixty six dollars and eighty one cents (\$5066.81).
2. Pursuant to section 41(4)(c) of the *Residential Tenancies Act*, the tenancy agreement between the parties for the premises known as 301 Bellanca Avenue, Yellowknife, NT shall be terminated on May 31, 2009 and the respondents shall vacate the premises on that date.

DATED at the City of Yellowknife, in the Northwest Territories this 24th day of April, 2009.

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Hal Logsdon  
Rental Officer

IN THE MATTER between **5655 NWT LTD.**, Applicant, and **PETER SIMPSON AND PAULINE MODESTE**, Respondents.

AND IN THE MATTER of the **Residential Tenancies Act** R.S.N.W.T. 1988, Chapter R-5 (the "Act");

AND IN THE MATTER of a Hearing before **Hal Logsdon**, Rental Officer.

BETWEEN:

**5655 NWT LTD.**

Applicant/Landlord

-and-

**PETER SIMPSON AND PAULINE MODESTE**

Respondents/Tenants

**REASONS FOR DECISION**

**Date of the Hearing:** April 22, 2009

**Place of the Hearing:** Yellowknife, NT

**Appearances at Hearing:** Lynn Elkin, representing the applicant

**Date of Decision:** April 24, 2009

### **REASONS FOR DECISION**

The respondents were served with Notices of Attendance sent by registered mail and confirmed delivered. The respondents failed to appear at the hearing and the hearing was held in their absence.

The applicant alleged that the respondents had breached the tenancy agreement by failing to pay rent and sought an order requiring the respondents to pay the alleged rent arrears and terminating the tenancy agreement.

The applicant provided a statement of the rent account which indicated a balance of rent and penalties for late rent in the amount of \$5066.81. The statement indicates that the respondents have been in arrears since July, 2006 and that the arrears have been in excess of \$10,000 on several occasions. The applicant stated that they did not want the tenancy agreement to continue any longer due to the persistent non-payment of rent but suggested May 31, 2009 as a reasonable termination date to provide the respondents adequate time to locate other accommodation.

I find the statement in order and find the respondents in breach of their obligation to pay rent. I find the rent arrears to be \$5066.81. Despite some recent progress in reducing the rent arrears, the history of rent payment is so poor that it would not be reasonable to deny the applicant's request to terminate the tenancy agreement. The respondents did not appear at the hearing to offer any reason why the tenancy agreement should continue or how the remaining rent arrears would be

paid.

An order shall issue requiring the respondents to pay the applicant rent arrears in the amount of \$5066.81 and terminating the tenancy agreement on May 31, 2009.

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Hal Logsdon  
Rental Officer